

January 04, 2024

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From:
Jeffery Battle. Plaintiff
P.O. Box 448
Laurel, MD 20725

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To:
Honorable Lydia Kay Griggsby
United States District Judge
United States District Court, District of Maryland
6500 Cherrywood Lane, Suite 400
Greenbelt, MD 20770

Re: Supplement B - Plaintiff Response to the Defendant's proposed Motion to Compel Arbitration and Dismiss filing, dated December 18, 2023, Jeffery Battle v. Microsoft Corporation, Case No. 1:23-cv-01822-LKG

Dear Lydia Griggsby,

Your Honor, Supplement B's response includes additional and new information in support of the plaintiff disagreeing with the Defendant's (Microsoft) intent to file a Motion to Compel Arbitration and Dismiss filing. The plaintiff requests dismissing the defendant's request to file a Motion to Compel Arbitration and Dismiss.

The defendant, Microsoft, proposed intent to file a Motion to Compel for Arbitration and Dismiss filing, dated December 18, 2023, stating, "Mr. Battle has assented to the application terms of service since creating his account in 2003 and most recently again in October of this year by clicking on the relevant notice of terms."

Background:

The plaintiff's civil complaint is partly based on Microsoft's BING Search and BING Chat software. Microsoft BING was initially launched on May 28, 2009, see (*Attachment B*) after the plaintiff created an email account with Microsoft in 2003, therefore accepting the terms and conditions of his email use. Again, Plaintiff is a user of an online service of Microsoft (Hotmail) email account, at (jefbttl@hotmail.com), and only agreed, initially in 2003, to the terms and use of his email account.

The defendant did not provide proof of their position in favor of arbitration, and they did not forward to the court the plaintiff's Microsoft (Hotmail) email account terms and conditions of use from 2003. The plaintiff, by email, requested a copy of the Microsoft (Hotmail) email account terms and conditions from the defendant on January 3, 2024, but did not receive any responses.

In October of 2023, Microsoft forwarded new Microsoft email agreements for the plaintiff's continued use of his Microsoft (Hotmail) account, which is stated by the defendant to be their

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Filed 01/04/2024

submitted (*Exhibit 1*), dated August 2022, to their Motion to Compel Arbitration and Dismiss filing documentation, dated December 18, 2023.

The initial BING search software was initially released in 2009 and the new enhanced BING Search and BING Chat Artificial Intelligence (AI) product was launched in early 2023.

After the Plaintiff filed a civil complaint in July of 2023, the defendant changed their terms and conditions for the plaintiff's use of his email account in October of 2023, before their response to Plaintiff's civil complaint in December of 2023.

The defendant changed the Microsoft (Hotmail) email terms and conditions for the plaintiff's use of his email account, launched in 2003, to new arbitration language within the new Microsoft Service Agreement (MSA) in October of 2023, the defendant's (Exhibit 1), after the plaintiff filed his civil complaint in July 2023.

Plaintiff did not agree to the new Master Service Agreement (MSA) until manipulated to do so in October 2023, after he filed a civil complaint in July of 2023, and he is not under Microsoft's obligation to arbitrate his civil complaint.

The plaintiff believes that the defendant's actions are crafted to directly manipulate the civil proceeding and force an unjustified arbitration.

Again, the plaintiff respectfully requests that the personal injury case remain in Maryland District Court.

Sincerely,



Jeffery Battle

- A. This document has been forwarded to the following address by FedEx Next day Delivery with Signature Confirmation:

Microsoft Corporation Regional Agent:
DLA Piper LLP (US)
650 South Exeter Street, Suite 1100
Baltimore, MD 21202-4576
ATTN: Brett Ingerman (Bar No. 23037)
Tel: (410) 580-3000
Fax: (410) 580-3001

- B. This document was hand delivered by Plaintiff to The Maryland District Court along with a Certificate of Service and FedEx receipt document